

**RECRUITING, CONFIRMING AND HIRING SPEAKERS AND
AUTHORS WITH FORMS, BENEFITS, CONTRACTS, AND
COMMUNICATION**

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Carole A. Levitt (clevitt@netforlawyers.com; @CaroleLevitt), President of Internet For Lawyers (www.netforlawyers.com), is an internationally recognized CLE seminar speaker and best-selling ABA author. She is an expert on Internet investigative and legal research; social media research; social media ethics; Google search and Cloud Apps; and technology for lawyers. Carole has been presenting CLE seminars full-time since 1999.

Carole has co-authored six ABA Law Practice Division books, including (1) *Google Gmail and Calendar in One Hour for Lawyers* (2013); (2) *Find Info like a Pro, Volumes 1 and 2* and (3) *Google for Lawyers: Essential Search Tips and Productivity Tools* (2010). She has also co-authored twelve editions of *The Cybersleuth's Guide to the Internet*.

Previously, Carole was a California attorney, a law librarian in Chicago and Los Angeles, and a Legal Research and Writing Professor at Pepperdine University School of Law. She graduated with distinction from The John Marshall Law School in Chicago and was a member of the school's law review. Carole has a Masters in Library Science and a B.A. in Political Science from the University of Illinois.

Carole is an active member of the ABA Law Practice Division, serving on its Publications Advisory Board since 2003 and on its Executive Council from 2006-11. She is past Chair of the California State Bar's LPMT Executive Committee. Recently, Carole was nominated as a Fellow to the College of Law Practice Management and was a recipient of the 2013 "Fastcase Fifty" award, recognizing "50 of the smartest, most courageous innovators, techies, visionaries, and leaders in the law."

Mary E. McDonald

TexasBarCLE

Austin, Texas

Ms. Mary E. McDonald is a Senior Program Coordinator at the State Bar of Texas. Prior to her career in Continuing Legal Education, she worked for over 20 years in management of numerous business ventures. With a B/S degree in Government with an emphasis in Paralegal from Texas Woman's University, Mary feels like she has found her true calling in the world of continuing legal education. Mary is very interested in every aspect of the programs she works on and recently completed a certification course with LERN to become a Certified Program Planner and is also a Certified e-Marking Professional. When Mary is not working you will find her doing DIY jobs around her home, planting flowers and taking long walks with her only child, who happens to be a Chorkie, named Poppy.

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Recruiting, Confirming and Hiring Speakers and Authors with Forms, Benefits, Contracts, and Communication

I. RECRUITING

A crucial part to your program's success is creating something new or the feeling of something new, for each one of your events. One of the ways to make that happen is to consistently add new speakers and authors to your lineup. Registrants do not want to hear the same faculty members and the same presentations at seminar after seminar and they will let you know this on their feedback forms. Finding the best possible people that fit into your organizations culture is a challenge and an opportunity. The following will give you several ideas on how to obtain new talent for your programs.

a. Use Your Contacts' Contacts

Invest time into building relationships with your current speakers and authors. Talk to them to see who they know or have heard speak at other events that might be interested in speaking for your organization. A good goal might be to have 50% new members and ideas for each seminar. For example when you are putting together a planning meeting for a course, ask your Course Leader (Director) to choose half of the committee from experienced faculty members who have been active in that program and the other half new members who have expertise on the topic. These new members will not only have fresh topic ideas, but a whole new list of contacts to pull from.

b. Evaluations and Surveys *(see appendix 1-3)*

Your customers give you the best answers! It's a good idea to include a question on surveys to elicit suggestions for speakers and authors. The people that take time to fill out evaluation forms and give you feedback and suggestions are the ones who are truly interested. There are a lot of ways to receive feedback from registrants.

1. **There are online survey** sites that you can start using right away like, [SurveyMonkey](#), [QuestionPro](#) and [KwikSurveys](#). Most of these offer free surveys for basic questions and features but only to a limited amount of recipients. With a fee, you can increase the number of questions and responses. Consider starting simply with a few basic

questions regarding speaker and author suggestions and then as you perfect the process apply it to the rest of your programming needs.

2. You can also use scantron forms and hard copy evaluation forms. This is also referred to as **end of event surveys**. These are passed out and collected at your events and provide immediate responses. Often these hard copy evaluations are in a scantron format. They use what is called the Likert Scale, which is a choice of numbers from typically 1-5. You will want to give a key to your scale on the form. For example, 1=poor, 3=average and 5=excellent. If you use an evaluation form that allows for hand written answers, you will want to use closed-ended questions that don't require the user to have to think too much. An example of an open-ended question is "What did you think of our first speaker"? A closed ended question will ask "Did you think the first speaker was effective"? and provide check boxes for yes or no.

3. Email/Website Surveys. An email is created to invite the receiver to click on a link to go to your web site and take a survey. An added bonus to this type of survey is getting traffic to your website.

4. Mailed Surveys. Although this type of survey is not used much anymore, it can still be effective, especially if you are a smaller organization that doesn't have the capacity to send emails yourself or craft your website to fit your needs. You can expect about a 4 week response time for these types of surveys.

Call those who responded or email them for more ideas. Some of your registrants might have great ideas, but don't want to take the time to fill out an evaluation. Consider **offering a drawing** for one or more lucky attendees who fill out and turn in a form. Ask them to attach a business card to their form or provide a bowl/basket for them to drop their cards into if they wish to maintain anonymity. The chance of a free book or a discounted or free course might entice them to offer suggestions.

c. Another way to recruit speakers is to sit in on the seminars offered at your shop (or at other conferences you attend) and then follow up with attendees who have asked "good" questions (and seem to know about the topic) to see if they can speak or write on the subject or on a related issue. A speaker that you hear at an event like ACLEA or [LERN](#) might even be an appropriate choice to speak on one of your organization's programs.

d. Feel Out Co-Authors of Seminar Materials

The young associates or partners who help your speaker/authors proof and put together their papers and presentations are a great source for new faculty members. This has been successful in the past by first using untrained speakers as a co-presenter and moving them into basic courses and webcasts. After a few presentations, review their evaluations and based upon their results and knowledge, move them into bigger and more advanced courses.

e. Find Book Authors by Seeking Out Peer Reviewers

Often when a book is being published, the author or publisher will ask for a peer review of the book. Reach out to those who have peer reviewed your authors' books to see if they would want to write for you.

f. Prospective Speakers Forms and Author Proposal Forms

(see appendix 4-7)

A self-nomination process can be a very valuable tool. People who volunteer without having to be solicited will often be some of your hardest workers. You should consider drawing up a form to have ready when you receive email inquiries or requests in person. You can even provide a quick link on your website for easy access. A contact person who is in charge of processing these forms, keeping them in order and notifying the rest of the staff of these interested applicants, would also be beneficial.

g. Let your peers help you. Join the ACLEA listserv. There are a lot of special interest groups and one that is sure to be of relevance to you. This is a valuable tool that allows you access to your peers. When requests are sent out for speaker suggestions, the group is very supportive and helpful, often even including copies of articles and links to firm biographies of the suggested speaker to assist you.

h. Section choices. If you are a local or state bar association, you most likely have sections. *(A section is comprised of lawyers who practice in similar legal specialties. Each Section is designed to offer closer association between attorneys engaged in specialized fields of law, thus providing the opportunity to share professional experiences.)* Often these sections will work with the CLE departments to co-sponsor CLE events. They are a valuable source of knowledge not only to their practice areas, but to the talent in their groups and the expertise of individual members. Cultivate your relationship with these groups and they can be a great resource for you.

i. Presidential choices. Your State Bar President is also a valuable source of information. They have most likely spent a considerable amount of time getting to know

their constituency and should have a very good idea who might be able to help you fill a speaker or author spot. Don't hesitate to reach out and ask for a suggestion.

- j. Periodically review **other organization's websites and brochures** for speaker and author ideas.

II. CONFIRMING SPEAKERS/AUTHORS

The confirmation process of speakers and authors is very important to your relationship with them. It is important that you are thorough, timely, and specific in your expectations if you expect them to comply with your requests.

- a. **Set expectations early** (*see appendix 8*) with your confirmers.

Often, you may not be the person who is reaching out to the proposed speakers and authors, so it is crucial to let the confirmers know what information to relay. Make sure they know all the critical dates for the event, including location, times, topics and names/contact information for any co-presenters. It is also helpful to equip them with knowledge on your organization's benefits for speakers and authors, your reimbursement policy and article requirements.

- b. **Follow up with confirmations immediately** (*see appendix 9*)

Once your people confirm the speakers and authors, follow up with a brief email that relays the important information that they need to know immediately. You should always include the article requirements in this early correspondence. If for some reason that was missed in the initial confirmation they now have the opportunity to let you know they cannot or will not fulfill this requirement. It is a good idea to also include a specific speaking time and day they will be giving their presentation at the conference.

III. OTHER COMMUNICATION WITH SPEAKERS

- a. **Templates for E-mails:** Instead of constantly hunting for old emails that you sent to a prior speaker or author to use for an upcoming speaker or author (and then cutting and pasting into a new email), create Outlook Templates (or Gmail Canned Responses) to create a generic email that you can use again and again. These templates can easily be personalized.

- b. **Email Content:** Emails should be short and sweet, but thorough. Don't try to include everything in one email but if you do have to discuss several items, it's often a good idea to number each item in the email.

c. Speaker/Author letter and instructions. *(see appendix 10)*

After the entire (or most) of the faculty is confirmed, you should follow up with a more in depth correspondence to your faculty. **About 23 weeks out** gives you time to find someone else if they get the information and can't fulfill expectations. This correspondence, whether it is by email or snail mail, should include all information you have on the event at this point. Things to include would be dates and location of the conference, topic title, chapter number, hotel or facility rooming accommodations, what expenses are reimbursed (if any), contacts at your organization, PowerPoint information, audio video set up, and of course article and/or book due dates.

d. Provide Speaker "Day of" Instruction Email *(see appendix 11)* About two weeks before the event send the speakers an email about what to expect on the day of the event. Re-send the same email about two days before the event. This email should include information about:

1. date/time of the event
2. address of the event, with a map (and information about finding the building if there is something unusual about its location) and location phone number if they need to call for directions.
3. what time you'd like the speaker to arrive
4. where the speaker should check in (e.g., lobby, floor number...) and who they should ask for
5. main phone number, your office number, your cell number
6. whether the event includes breakfast or lunch (or both) for the speaker and attendees
7. if the all-day event does not include lunch, email a lunch menu to your speaker and ask them to select an item
8. confirm audiovisual needs
9. ask speaker to email their PowerPoint presentation to you and to bring it on a flash drive
10. apprise speaker as to how many attendees have registered and how many you expect. If you have the ability to produce a demographics report, it is very beneficial to your speakers to have this information so they can customize their presentation. *(see appendix 12)*
11. maps and information about hotels, airports and transportation

12. restaurant recommendations for out of town speakers (consider inviting speaker(s) to dinner the night before the event or set up a group speaker's dinner with other faculty members.
13. copy of the program schedule including any changes that may have happened since the initial program was created.
14. Introductions: the Moderator/Staff member has a copy of your biography that they will introduce you from. If there are any changes or special requests, please touch base with them when you arrive at the event.
15. copy of the course materials so the speaker sees the materials in their final state (and sees co-speakers' materials)

e. Forms: For some of the above items, consider creating forms for speakers to fill out:

- Biographical Information form
- Hotel form
- Audiovisual form

f. Provide speakers with guidelines:

- Materials Guidelines – *(see appendix 13)*
- PowerPoint Guidelines – *(see appendix 14)*
- Expense Reimbursement Guidelines – *(see appendix 15)*

g. Volunteer/Speaker/Author Resource Web Sites for 24/7 access

(See appendix 16-17). Many organizations have created resource web sites for speakers/authors. Be sure to tell your speakers and authors about this resource. See the attached home pages for the TexasBarCLE Volunteer Resources and the Ohio State Bar Association CLE Speaker Electronic Welcome Packet and use these links to view the individual documents:

http://www.texasbarcle.com/materials/special/Volunteer_Resource_2014.pdf

<https://www.ohiobar.org/ForLawyers/CLE/Speakers/Pages/StaticPage-1383.aspx>

h. Promote the Event: Work with your speakers to create advertising that reflects their vision of the course! *(See appendix 18)*

i. **Day of the event:** Be there to greet the speaker, introduce the speaker, and if possible join the speaker for lunch. At the end of the day, the Course Director or a staff member should come into the event room to thank the speaker and attendees for attending. Be sure to stay around until all attendees have left to say goodbye to your speaker and ask for the speaker's feedback. You might also provide faculty members with a post event staff survey form.

(see appendix 19)

IV. OTHER COMMUNICATIONS WITH AUTHORS

The following is the American Bar Association's Law Practice Division's PUBLISHING PROJECT MANAGER checklist.

Overall Responsibilities:

Publishing Board Members are responsible for managing the publication of at least one book during the course of a year on the Board. Given our publishing goals, many Board members will be asked to manage two or three books. Board Members are further responsible for ensuring an author produces a publishable and high-quality manuscript in a timely fashion. The Project Manager should add value to the project, not merely send out reminder emails to the author. The Project Manager's role means much more than monitoring and reporting the progress on a manuscript. The Project Manager actively supervises the project to make sure things get done. The Project Manager also serves as coach, advising the author and helping to review all phases of the product, if necessary. Further, the Project Manager frequently encourages the author to remember the importance of project timelines. The ABA LPD uses Basecamp for book project management.

Project Manager Checklist:

1. After the author receives the book contract, the Project Manager calls author to introduce him/herself.
2. Project Manager calls and/or emails author approximately every 3 weeks at beginning of project to check on progress; more often when deadlines loom or as needed. Project Manager reports back to the Executive Editor with updates.
3. Project Manager reviews sample chapter(s) when submitted and gives feedback to author, copying Executive Editor.
4. Project Manager reviews first complete draft, once submitted.

5. Project Manager identifies potential peer reviewers for manuscript, with assistance of Executive Editor and Chair of Publishing Board. Executive Editor sends out first draft to reviewers with due date.
6. Project Manager follows up with peer reviewer(s) to make sure they turn in their review by assigned due date.
7. Project Manager discusses first draft with Executive Editor, along with feedback from all other reviewers.
8. Project Manager calls or emails author to share feedback on first draft and set timetable for revised draft.
9. Steps 4 through 6 repeated as needed for each subsequent draft.
10. Project Manager signs off on final draft.
11. Once book is launched into production, the Marketing Manager sends author a marketing questionnaire.
12. Marketing Manager holds marketing conference call with author and Project Manager.
13. Executive Editor and Marketing Manager determine book title and pricing with input from author, Project Manager, and Publishing Board Chair.
14. Marketing Manager sends out draft copy for marketing piece (e.g., brochure, flyer) to author for input.
15. Once book is published, Project Manager receives a copy of the book.
16. Once book is posted on Amazon.com (print version) and the Apple iBookstore (e-book version), Project Manager submits short review for posting, and makes sure that two additional reviews are posted.
17. Project Manager assists with other marketing initiatives as requested.
18. Following the publication of the book, the Project Manager will take part in a 360 Degree Review, where all participants in the book project will review each other's performance, or working relationship: the Project Manager, LPM Staff, and Author will all participate in this Review. Reviews will be used when determining future Publishing Board appointments, or to help identify issues with authors.

V. **WHAT'S IN IT FOR ME? BENEFITS FOR YOUR SPEAKERS AND AUTHORS**

(see attachment 20)

- a. **Benefit forms** are very helpful so the entire staff communicates the same message. If your organization does not have a benefits flier that you can provide to all aspects of volunteers in your organization, it would be a very good idea to consider drafting one.

Although it would be nice to think that all of our volunteers contributed out of love of our organization and their fellow man, it is always nice to be able to provide them with a little extra to make it worth their time.

b. Other automatic benefits that your newer volunteers may not recognize are things like name recognition, referrals, prestige, and online presence. A volunteer that I spoke to recently told me that he has been speaking on the Texas Supreme Court Updates for the last three years and has over 500 attorneys around the state that now consider him the “go-to” person for this information. He has created an email list of these lawyers to send copies of each new edition of the update that he does. He considers this a very valuable position to be in. He not only has the respect of his peers, but often receives requests to assist on cases from some of these followers. His speaking and writing work for our organization may not immediately provide him additional cash flow, but his continued work and niche in this topic are providing him benefits down the road.

c. Examples of benefits. Continuing Education of the Bar California (**CEB**) is a program of the University of California that is cosponsored by the State Bar of California. They allow their authors to select a free book from their selection of titles. TexasBarCLE gives all of their authors and speakers a free one year subscription to their online library. Other ideas include allowing the speaker or author to attend the conference for free, giving them copies of the course materials that all the other speakers and authors submitted and if you are able, reimburse their travel expenses. In a recent ACLEA list serve conversation, many organizations gave examples of benefits they provide to volunteers, such as:

- gifts (e.g., umbrellas, chocolate gavels and scales of justice, gifts cards to Starbucks or local coffee shop/eateries)
- thank-you receptions
- allowing the speaker to host a complimentary guest registration for the program at which he/she was presenting
- donations to food banks
- complimentary tables in the foyer for book signings

VI. CONTRACTS

a. Formal: Whether you are working with paid or volunteer speakers and authors, be sure you have memorialized the agreement in writing, either by a formal contract or an informal exchange of emails. This will avoid any misunderstandings. Sometimes the organization drafts the contract and other times the speaker (or author) drafts the contract.

Sometimes speakers are unable to sign a contract that is provided by a large organization because it is geared to another large organization and includes requirements the speaker cannot meet (e.g., requirements for various kinds of insurance). Sometimes the CLE organization cannot sign the speaker drafted contract because they are restricted to using their larger organization's contract. These are times when an informal agreement will be used.

1. Seminar speaker contract: Attached you will find two sample author contracts. One is drafted by a speaker and the other by the employing organization.

(see appendix 21-22)

2. Author contract: Attached you will find two sample author contracts and guidelines. (*appendix 2H2Í*)

Many of the clauses are similar, but there are some differences such as:

- One contract pays the author X amount if the work is delivered on time (and both contracts include a royalty).
- One contract requires the Author to read and correct all galley and page proofs and return them with all necessary corrections within ten (10) days of receipt.
- One contract places various costs upon the author, such as:
 - when the Author fails to return page proofs within 10 days and the Publisher has to have them reviewed and corrected by others the author must pay or
 - if the cost of alterations to the galleys (or page proofs or electronic prototypes) exceeds 10% of the cost of the original composition, the Author will pay the excess cost within 30 days after receiving a statement from the Publisher. But if there have been court rulings or changes in statutory laws, policies, or codes that affect the accuracy or completeness of the Work, the Publisher will bear the cost of alteration.
- One contract allows the Author to purchase copies of the Work at a discount for both personal use and for resale.
- One contract gives the Authors the right to review the Index and make changes.
- One contract gives the Authors permission to reprint up to twenty-five percent (25%) of the entire Work in connection with seminars in which they are participants (even if the author is being paid to speak), provided that the Authors give appropriate credit to the PUBLISHER and the Work, while the other contract allows the Author to reprint the entire work for non-commercial purposes such as speaking at continuing legal education programs or for purposes in connection with promoting sales of the Work.

b. Informal Options:

Email agreements – Keep your copies in a folder labeled with the speaker or author's name. At some point in time you might want to summarize the agreement into one email (if there have been a flurry of emails), to send to the speaker/author for confirmation.

Name of Speaker(s) you would like to see on future programs:

Topic(s) you would like to see on future programs:

Overall Course Comments:

Chapter #

Comments

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<hr/>	<hr/> <hr/> <hr/> <hr/>

Name of Speaker(s) you would like to see on future programs:

NAYLOR FARR, VICK, HASTON WRAMPENIE.
 JALEE SMYTH, INDELICATO, KAMIN

Topic(s) you would like to see on future programs:

E-FLING TRAPS IN LARGE & SMALL COUNTRIES

Overall Course Comments:

- WELL ORGANIZED, ALWAYS ON SCHEDULE
- HOTEL NOT GREAT BUT OK
- STATE BAR PEOPLE - VERY HELPFUL
- NOT A PROponent OF WORKING LUNCH,
 NEED TIME TO CONTACT OFFICE
 DURING DAY.

Chapter #

Comments

14 JALEE SMYTH INCLUDED PAGE #^S
 ON SLIDES FOR CASES WHICH SHE WAS
 DISCUSSING - VERY HELPFUL.

Marriage Dissolution Institute 2014 - Austin - Apr 24-25, 14

Key: E=Excellent G=Good F=Fair P=Poor

Evaluation Scores

MARKING INSTRUCTIONS

- Use black or blue pen or a number 2 pencil.
Make dark marks that fill the bubble completely.
Do not use pens with ink that soaks through the paper.
Make no stray marks.



- 2. Whos Coming to the Party? Suits Against Third Parties... (J. Cannon Sheridan)
3. Discovering the Marital Estate (C. Molitor)
4. Basics of Characterization (S. McLerran)
5. Retirement (P. Phillips)
6. Communication with Clients in the Digital Age (C. Haston)
7. Go On, Take the Monday and Run. How to Get the Most Out of... (L. de la Reza)
8. What Your Expert Needs to Testify on Reimbursement Claims (R. Bailes)
9. Guardianship Issues for the Impaired Client (B. Bain)
10. Debts, Liability Issues Under Chapter 3, and the Effect of... (L. Loveless)
11. Creative Demonstrative Evidence on a Shoestrng (C. Wrampelmeier)
12. So You Really Want to Settle? Dynamics of a Successful Mediation (W. Cole)
12. So You Really Want to Settle? Dynamics of a Successful Mediation (V. Wolfe)
13. Settlement Agreements - Informal, MSAs (H. King)
14. Keeping Up With the Kiddos: Case Law Update (S. Smyth)
15. Grandparent, Step Parent, Sam e Sex Partner, and Third Party ... (L. Hoppes)
16. Discovery - Children (B. Nunneley)
17. Social Media Dos & Donts (J. Janicek)
18. Social media - How To Get It, Where to Get It, and How to... (J. Indelicato)
19. 60 Websites in 60 Minutes (R. Hirsch)
19. 60 Websites in 60 Minutes (R. Robertson)
20. Evidence (S. Naylor)
21. Practical Applications for Family Lawyers on Military Issues (D. Farr)
22. Ethical Pitfalls for Family Law Practitioners (K. Thomson)
23. Remand, Mandamus, and Habeas Corpus (C. Nickelson)
24. The Insidious Nature of Bias in the Forensic Expert's Work and... (L. Kamin)

Table with 3 columns: Speaker Effectiveness, Topic Usefulness, and Written Materials. Each cell contains a bubble with a rating (E, G, F, P).

OFFICE USE ONLY

Grading bubbles for the Office Use Only section, including a row of bubbles for the score 0128481 and several rows of bubbles for individual items.

TexasBarCLE Prospective Speaker Form

We are always looking for new speakers and encourage you to complete this form to alert us to your areas of expertise about which you would like to speak and write. While we cannot guarantee or promise you a speaking slot, this form will help us bring you to the attention of those who make speaker decisions. To better assist us, please complete the form in its entirety.

Please note that speakers for TexasBarCLE courses are all volunteers and are expected to write a high quality accompanying course paper. (We do not pay honorariums or any other kind of speaker fee, but we do pay reasonable out-of-pocket expenses for travel and lodging.) CLE topics and speakers are, for the most part, decided upon by the course director and the course planning committees (also all volunteers) in consultation with TexasBarCLE staff.

For each line, please click on the grey box and then begin typing.

Name:	Geographical Information
Email:	<input type="checkbox"/> North Texas
Firm/Organization Name:	<input type="checkbox"/> South Texas
Address:	<input type="checkbox"/> East Texas
City: State: Zip:	<input type="checkbox"/> West Texas
Phone:	
Date(s) and States Admitted to Practice Law:	
Ethnicity: <input type="checkbox"/> Caucasian <input type="checkbox"/> African-Amer. <input type="checkbox"/> Hispanic <input type="checkbox"/> Asian/Pacific <input type="checkbox"/> Other:	
Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female	

Speaking References (if possible, please provide names and contact information of those who can vouch for your speaking abilities, especially as a CLE speaker):

In order to match you up with the most appropriate topics, please identify no more than three of the following practice areas in which you have expertise by clicking in the box to the left of each:

<input type="checkbox"/> ADR	<input type="checkbox"/> Elder Law	<input type="checkbox"/> Health Care	<input type="checkbox"/> Oil, Gas & Mineral
<input type="checkbox"/> Appellate/Civil:	<input type="checkbox"/> Employment	<input type="checkbox"/> Immigration Law	<input type="checkbox"/> Other:
<input type="checkbox"/> Bankruptcy	<input type="checkbox"/> Entertainment Law	<input type="checkbox"/> Insurance	<input type="checkbox"/> Real Estate
<input type="checkbox"/> Business	<input type="checkbox"/> Environmental	<input type="checkbox"/> Intellectual Property	<input type="checkbox"/> Tax
<input type="checkbox"/> Consumer	<input type="checkbox"/> Ethics/Professionalism	<input type="checkbox"/> International	<input type="checkbox"/> Technology
<input type="checkbox"/> Corporate Counsel	<input type="checkbox"/> Family	<input type="checkbox"/> Law Practice Mgmt.	<input type="checkbox"/> Wills/Trusts/Probate
<input type="checkbox"/> Creditor/Debtor	<input type="checkbox"/> Federal	<input type="checkbox"/> Litigation: Commercial	
<input type="checkbox"/> Criminal	<input type="checkbox"/> Gov't/Administrative	<input type="checkbox"/> Litigation: Personal Injury	

If you have specific knowledge within any of the practice area(s) checked above or wish to speak on a very specific topic, please describe:

Feel free to also attach your resume or any material you have written that you would like us to consider in evaluating you as a potential speaker.

Please e-mail or fax your completed form to:

Heather Armstrong, Program Coordinator Assistant

volunteers@texasbar.com

Fax: 512-427-4394

Phone: 800-204-2222, ext. 1739 or 512-427-1463, ext. 1739

Thank you for your interest, and we hope with more information we will be able to find an appropriate speaking slot for you!

TexasBarCLE Prospective Speaker Form

We are always looking for new speakers and encourage you to complete this form to alert us to your areas of expertise about which you would like to speak and write. While we cannot guarantee or promise you a speaking slot, this form will help us bring you to the attention of those who make speaker decisions. To better assist us, please complete the form in its entirety.

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For each line, please click on the grey box and then begin typing.

Name: **Jeremy** Information

Geographical

Email: **lwadas.com**

North Texas

Firm/Organization Name:

South Texas

Address:

East Texas

City: **McKinney** State: **TX** Zip: **75070**

West Texas

Phone: **(972) 369-0577**

Date(s) and States Admitted to Practice Law: **Texas - May 2, 2001**

Ethnicity: Caucasian African-Amer. Hispanic Asian/Pacific Other:

Gender: Male Female

Speaking References (if possible, please provide names and contact information of those who can vouch for your speaking abilities, especially as a CLE speaker): **Mike Farris, Vincent Lopez Serafino Jenevein, P.C. (214) 979-7400; Bill Pedersen, Law Office of Bill Pedersen, III PLLC (214) 630-4554; Honorable Dan Wilson, County Court at Law No. 5, Collin County TX, (972) 548-3850.**

In order to match you up with the most appropriate topics, please identify no more than three of the following practice areas in which you have expertise by clicking in the box to the left of each:

- | | | | |
|--|---|--|---|
| <input type="checkbox"/> ADR | <input type="checkbox"/> Elder Law | <input type="checkbox"/> Health Care | <input type="checkbox"/> Oil, Gas & Mineral |
| <input type="checkbox"/> Appellate/Civil: | <input type="checkbox"/> Employment | <input type="checkbox"/> Immigration Law | <input type="checkbox"/> Other: |
| <input type="checkbox"/> Bankruptcy | <input type="checkbox"/> Entertainment Law | <input type="checkbox"/> Insurance | <input type="checkbox"/> Real Estate |
| <input type="checkbox"/> Business | <input type="checkbox"/> Environmental | <input type="checkbox"/> Intellectual Property | <input type="checkbox"/> Tax |
| <input type="checkbox"/> Consumer | <input type="checkbox"/> Ethics/Professionalism | <input type="checkbox"/> International | <input type="checkbox"/> Technology |
| <input type="checkbox"/> Corporate Counsel | <input type="checkbox"/> Family | <input type="checkbox"/> Law Practice Mgmt. | <input type="checkbox"/> Wills/Trusts/Probate |
| <input type="checkbox"/> Creditor/Debtor | <input type="checkbox"/> Federal | <input type="checkbox"/> Litigation: Commercial | |
| <input checked="" type="checkbox"/> Criminal | <input type="checkbox"/> Gov't/Administrative | <input type="checkbox"/> Litigation: Personal Injury | |

If you have specific knowledge within any of the practice area(s) checked above or wish to speak on a very specific topic, please describe: **Cross examination of difficult witnesses / Jury selection / Handling Criminal Law Emergencies**

Feel free to also attach your resume or any material you have written that you would like us to consider in evaluating you as a potential speaker.

Please e-mail or fax your completed form to:

Heather Armstrong, Program Coordinator Assistant
volunteers@texasbar.com

Fax: 512-427-4394

Phone: 800-204-2222, ext. 1739 or 512-427-1463, ext. 1739



ABA BOOK PUBLISHING PROPOSAL FORM

Thank you for your interest in ABA Publishing. Please complete this proposal form and submit to ABA Book Publishing (contact information is below). Along with this proposal, please include a brief outline or table of contents and an introduction or sample chapter, if available. Any additional supporting materials are always helpful as well.

Proposal submitted by: _____

Address: _____

City/State/Zip: _____

Business Phone: _____ Home Phone: _____

E-Mail: _____ Fax Number: _____

A. CONTENT INFORMATION OF THE PROPOSED BOOK:

1. Working title: _____

2. Briefly describe your proposed book.

3. At what level will the subject matter be treated?

Beginner Intermediate Advanced

4. Do you know of any other publications that cover the same or similar subject matter? Please list them.

If there are other publications that cover similar subject matter, how will your proposed book differ from others on the same subject?

5. What is the proposed length of your book **in typewritten pages (8 ½ by 11, 12 pt type, double spaced)** _____. **Please keep in mind that 100 pages of typewritten pages translate into 69 pages of typeset pages.**

6. Do you think your proposed publication should be supplemented or revised in the future?

No Yes If yes, how often will you prepare the supplements? _____

Do you have the commitment from authors and contributors to produce timely supplements? _____

7. Please attach an outline and/or a proposed table of contents. If one is not available, when will your be able to produce it? _____ Please also send a sample chapter, if available.

B. INFORMATION REGARDING THE AUTHOR(S)

1. Author (check one)

individual author multi-author ABA Committee _____

2. Name and address of editor / author(s) if different from “submitted by” on page 1; if a committee work, please supply name and address of primary contact for the book:

3. Please identify any other book(s) and articles you have written and have had published.

4. Are you a member of any ABA Division, Section, or Forum? No Yes If yes, please identify the entities of which you are a member.

5. Individual authors, *please attach your resume(s) or CV(s)*, including: any awards; media appearances; key-note speaking; seminars, workshops, or conferences taught, led, or on which you served as a panelist; previous publications (articles, monographs, etc.)

C. COPYRIGHT INFORMATION

1. Has the book you propose here been previously published in any format by any other publisher? If so, please give details.

2. Will it be necessary to obtain any special copyright releases for any material to be reprinted? No Yes If yes, please describe the necessary releases and the holder of the copyright and estimate the likelihood that the holder of the copyright will consent without additional costs.

D. INFORMATION REGARDING REVIEWING/EDITING BOOK

1. Proposed Timetable

a. First draft submitted by : _____

b. Completed manuscript to be submitted by: _____

Please note, that completed manuscripts typically are submitted one year from acceptance. Every manuscript is peer-reviewed. Once a final, approved manuscript is submitted to ABA Publishing, a book typically is produced in four to six months, depending on the length of the manuscript.

E. INFORMATION REGARDING BOOK PRODUCTION /FORMAT

1. What software will you use to prepare the manuscript? (ABA Publishing prefers Microsoft Word for text files.)

ABA Publishing books are usually produced in paperback and in 6 x 9 or 7 x 10 format. If your book would differ from this norm (such as three-hole punch or 8 ½ x 11 format), please describe why this format would need to be used.

2. Will your book benefit from being published with a CD-ROM containing charts, forms, other appendix-type material? If so, please describe the contents.

3. Please list any special features that you plan to include in the book, such as illustrations. Will you be able to provide the illustrations or do you need assistance from ABA Publishing on the graphics?

F. INFORMATION REGARDING MARKETING

1. What is the target audience for your book (e.g., small, medium, large law firms; practicing attorneys; non-attorney professionals; corporate counsel; litigators; legal administrators; law schools; etc.)?

2. Please identify any persons who might be appropriate to write a review for the finished book.

3. Please identify any persons who might recommend the book and consent to their recommendations being used in marketing brochures (**testimonials**).

4. Please suggest any special marketing strategy or promotional ideas you may have.

G. MISCELLANEOUS

1. Please include any other comments helpful to support your proposal.

Please submit your proposal to:

Authors c/o ABA Book Publishing
American Bar Association
321 North Clark Street, 20th FL
Chicago, IL 60611
312-988-6104
Fax 312-988-6030
Email authors@staff.abanet.org

LPM PUBLISHING PUBLICATION PROPOSAL FORM

Please send to:

Denise Constantine

Manager, Book Publishing (LPM)

American Bar Association

321 N. Clark St.

Chicago, IL 60610

phone: 312/988-6016

fax: 312/988-6030

E-mail: denise.constantine@americanbar.org

Please provide the following information:

Date: _____

Submitted by: _____

Address: _____

City/State/Zip: _____

Business Phone: _____ **Home Phone:** _____

FAX Number: _____ **E-mail:** _____

Working Title: _____

1. PRODUCT

Briefly describe your proposed publication. Please include the scope and purpose of the publication.

2. LEVEL

At what level is the subject matter treated (check one)? If you check more than one, please explain.

Beginner

Intermediate

Advanced

3. TARGET AUDIENCE

Describe your target audience and check all boxes that identify those persons.

	solo	small firms	medium firms	large firms	government	corporation
attorney	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
legal assistant	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
support staff	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
administration	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
other -- please specify						

Which segment(s) of the target audience would be most likely to purchase this publication?

Please identify demographic characteristics of the market segments you identified (examples: lawyers with less than three years of practice; women lawyers).

Which ABA member entities would your book appeal to, and why?

4. MARKET ASSESSMENT

List the **major benefits** readers will gain from your book. Why will readers perceive this as a must-have book, rather than a nice-to-have book?

Provide a “sales hook” for your book. If you had 15 seconds to convince a reader why they need your book, what would you say?

What significant trends will affect sales of this publication? What market or other research supports the release of this publication?

How should the publication be marketed to reach the potential customers?

5. COMPETITION

List the titles of any other publications released within the last 5 years that cover the same or similar subject matter as your book. List books published by the ABA as well as other legal publishers. Include title, publisher, year published, author, and price.

Briefly evaluate the strengths and weaknesses of these other publications, and explain how your proposed publication will differ from them. What is distinctive about your proposed book's topic, organization, author, or treatment that should compel people to buy this book instead of similar books?

6. AUTHOR CREDENTIALS

Please attach a biography or resume that explains your credentials to produce this publication. List all books you have written, along with recent articles you have published.

If you are not the sole author, list the name of your proposed co-author and a brief biography.

7. WRITING SAMPLES

Please provide one or more samples of your writing, preferably on the subject of the publication. Please attach a table of contents with a synopsis for each chapter. If you have prepared an introduction or sample chapter for the publication, please attach it as well.

6. LOGISTICS and TIMING

Please estimate the length of the manuscript in double-spaced pages.

What is your proposed timetable for manuscript completion?

Sample chapter:

Completed draft:

When would be the best time for this publication to be released? Why?

How long do you expect the publication to be current?

Identify any timing concerns or external events that may affect the marketability of this publication.

9. SUPPLEMENTS OR REVISED EDITIONS

Would you be willing to commit to supplementing or revising this book on a regular basis?

If so, how often (e.g., annually, every two years, etc.)?

7. ABA/LPM PROGRAMS

Is this publication being done in conjunction with any ABA or LPM CLE program or in conjunction with an LPM Board or Committee?

11. ADDITIONAL INFORMATION

Please provide any other pertinent information to support your proposal.

Thank you for your submission!

Speaker Confirmation Information

When you receive the final version of the agenda from us, please call your prospective speaker promptly and convey the following information:

- The name, dates and location of the course
- The topic title, any bullet points discussed at the planning meeting, starting and ending time of their presentation
- The percentage of the time that should be devoted to legal ethics, if any
- The Article submission deadline
- **Speaker Responsibilities:**
 - **Articles are mandatory for all presentations, including panel presentations** (Power Point presentations are **not** considered articles)
 - Articles should be comprehensive, research-worthy legal articles that will assist lawyers in their law practice.
 - Articles will be turned in by the article deadline to allow time for editing and printing
- **Speaker Benefits:**
 - Complimentary materials and registration to the course at which they are speaking
 - One year complimentary access to the TBCLE Online Library
 - MCLE credit for time spent preparing and presenting topic

Please refer to the link below for more information on the resources TBCLE offers volunteers –

http://www.texasbarcle.com/materials/special/Volunteer_Resource_2014.pdf

Please email us promptly when you have received confirmation or have been told the prospective speaker is not going to be able to join us.

Thank you for your time and commitment to this project!



TexasBarCLE

CONTINUING LEGAL EDUCATION

«FullName»
 «Title»
 «Organization»
 «Addr1»
 «Addr2»
 «Addr3»
 «Addr4»

Re: Advanced Personal Injury Course 2014

Dear «Salutation»:

Thank you for accepting our invitation to speak at the upcoming **Advanced Personal Injury Course 2014**. For your convenience, the dates and locations are listed below:

July 9-11, 2014 - Cityplace Events Center, Dallas

August 6-8, 2014 – Hyatt Hill Country Resort, San Antonio

August 27-29, 2014 – Westin Oaks, Houston

Topic:

Speaking Time:

Please note that **all written materials and bios will be due May 27th**. Materials will be made available to the registrants in the form of a PDF download, or a traditional course book and it is critical that articles are received by the deadline for inclusion.

Please verify your address above and let me know if I need to make changes. A speaker letter with complete details and additional deadlines will be circulated to the faculty shortly, but please do not hesitate to call or email us if you have any questions before then. We look forward to having you on the program!

If you need special accommodations to speak or to attend the program, please let me know as soon as possible.

«FullName»
 «Title»
 «Organization»
 «Addr1»
 «Addr2»
 «Addr3»
 «Addr4»

Re: Advanced Evidence & Discovery 2014

TWO LIVE SITES:

Dallas April 3-4 Westin Galleria
 San Antonio May 22-23 Hyatt Hill Country Resort and Spa

Topic: «Topic»
Your Assigned Chapter #: «ChapterNo»

Dear «Salutation»:

Thank you for donating your time and expertise to this program. Without your help, we would not be able to offer quality CLE to the Bar's members.

If you are a co-presenter or are a panelist, please contact each other as soon as possible (if you haven't already) to communicate and coordinate with each other about the presentation. **We do expect an article or some form of written materials for each presentation on the program. (A power point presentation is not an article)**

First, we call your attention to the copyright portion of the enclosed *Author Instructions*. In brief, it says that you keep the copyright to what you prepare for this program. By participating, you grant the State Bar a nonexclusive license to use your work in several ways. If after reading the instructions you have any questions or reservations, please contact us immediately.

While preparing your presentation, please note the State Bar's protocol regarding avoiding the appearance of endorsement of candidates or parties located in your Author packet.

For quick reference, we highlight these deadlines crucial to the development and presentation of the program:

IMMEDIATELY - COMPLETE THESE:

- A tentative program is attached; therefore, please check the accuracy of all references to you and your topic on the enclosed program schedule and let us know of any changes.
- Read the enclosed *Author Instructions*.
- Give your typist the enclosed *Guidelines for Formatting Your Article*.
- If using research assistants in your preparation, please brief them about giving proper credit to other authors and avoiding copyright violations.

By Monday February 17th - YOUR ARTICLE IS DUE

FORM: PLEASE SUBMIT YOUR MATERIAL VIA E-MAIL to mmcdonald@texasbar.com. E-mail provides quick, easy delivery to us of your finished work. Your article, along with all others submitted for the course, will be made available to pre-registrants at our website approximately a week before the event. This way, registrants may study your article beforehand or download it to a laptop or mobile device to bring with them to the course. Please help us deliver on this newly added course benefit. If your article is not submitted to us by the deadline, it will likely not be uploaded to our website in advance of the course.

Be sure to follow the *Author Instructions* and *Typist's Guidelines* regarding format and refer to your assigned chapter number referenced above or in front of your topic title on the enclosed tentative program when preparing your article.

CRITICAL COURSE DEADLINES

NOW: Check attached program for accuracy of references to you and your title

Monday February 17 Course Article is DUE

Wednesday March 12 Make Travel Plans

Monday March 31 E-Mail PowerPoint Presentations

PAGE LIMITS: In an effort to keep CLE affordable, we are seeking to manage the size of our course books. We recommend that your article – including the title page, a **one-page vita**, and all appendices – be limited to approximately 30 pages.

This is not to say that we wish you to avoid including forms, checklists, or sample documents, which of course registrants find so helpful. It is simply to say that such items are much more useful when provided in electronic form. See our *Author Instructions* for more guidelines. If you have questions or need help, please call us.

HELPFUL TOOL FOR RESEARCH: To show our appreciation for all your hard work we would like to extend a one year complimentary subscription to the TexasBarCLE's Online Library. For detailed information on activation of your subscription please see insert titled TexasBarCLE's Online Library. Also enclosed is information on our new Casemaker services which allow you free online research.

IF YOU NEED TO SCHEDULE A PHONE CONFERENCE:

If you are working with a co-presenter or are on a panel presentation, we highly recommend you schedule a telephone conference to discuss your presentation. Please contact me directly when you are ready to schedule the phone conference, as we have a discounted telephone conference service that we prefer you use. The set-up is very simple and the call will be billed directly to the State Bar.

By Wednesday March 12th PLAN YOUR TRAVEL.

Make your flight reservations to obtain the most economical airfare. It is often less expensive to change a reservation made in advance than to purchase a last-minute fare – even if a penalty fee is imposed.

If you need overnight accommodations:

The State Bar of Texas has a preferred rate at:

DAL April 3-4 Westin Galleria Dallas for \$175 s/d, cut off 3/12 please call (972) 934-9494.

SAT May 22-23 Hyatt Hill Country for \$207 s/d cut off 4/21 please call (210) 647-1234.

We will reimburse you for one night at the hotel at our block rate for each day that you speak on the program.

Monday March 31st – Power Points are due. This will allow me to check and load each presentation onto a laptop (that will be at the podium throughout the day) so that it will be ready at the time of your speech. While we don't anticipate any problems with the use of Power Point - you should always be prepared to continue your presentation without visual aids. Please bring a back-up copy with you, as well.

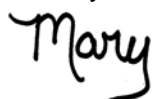
If you are using audio or video clips, you will need to send the presentation with the clip embedded AND the clip attached again, separately. Please follow-up with a call or email to make sure that I got it and that it works (OR bring it on a laptop, flash or CD with the presentation and clip saved separately).

Immediately following the program:

Submit the enclosed reimbursement form. The State Bar will reimburse your reasonable out-of-pocket expenses for producing the article and speaking. For lodging, we will reimburse one night's expense for each day you appear on the program. However, if your travel schedule or other circumstances make it necessary for you to stay longer, seek prior approval from us.

If any questions or problems arise, please contact me, Mary McDonald at the information below by phone or e-mail at your convenience, and again, thank you for your participation in this program. If you need special accommodations to speak or to attend the program, please let me know as soon as possible.

Sincerely,



Mary McDonald
Sr. Program Coordinator
(800) 204-2222, x1757 or (512) 427-1757
Mobile: 512-366-2555
mmcdonald@texasbar.com

Good morning Carole and Mark,

This is a reminder that our PBI Seminar – **Search Tricks/Low Cost Google Tech** will take place on **Friday, March 7th** at PBI's CLE Conference Center in Philadelphia. The address of our building is: **The Wanamaker Building, 100 Penn Square East, 10th floor, Suite 1010**. The main phone number is: [215-965-5524](tel:215-965-5524). The seminar will begin at 9:00 am and end at 4:15 pm. If you can arrive here between 8:15 and 8:30 on Friday, that would be fine. Both breakfast and lunch will be provided for you and the attendees.

Program Schedules: A program schedule for the a.m. and p.m. session is attached for your files.

Course Manual: We will have copies of your book and handout here should you need them.

Audiovisual: I don't recall you saying that you have powerpoint presentations for Friday. Should you decide to use them, please send to me or bring them with you on a flash drive on Friday. **(I know from past seminars with you, you bring your own laptop)**

Registration: Currently we are at approximately **65+** pre-registered attendees for Friday – **35+** of which are here in Philadelphia, with the remainder in simulcast locations. We anticipate additional registration along with walk-in registrations as well on Friday.

Reimbursement/Expenses: We will have reimbursement forms available at the seminar for any expenses you may have incurred related to the seminar.

Contact Information –

I will be in the lobby area when you arrive.

- **Lobby Number** [215-965-5524](tel:215-965-5524)
- **My Office Number** [215-965-5522](tel:215-965-5522)

If you have any questions and/or concerns, please feel free to contact me.

Lisa and I look forward to seeing you in Philadelphia on Friday.

David

Registrant Demographics

Total Registrants: 219

<u>Years Licensed</u>	%	<u>Law School Attended</u>	%	<u>Counties (Top 10 only)</u>	%
0- 2 Years	3.2	Baylor University	5.0	Harris	30.1
3- 6 Years	5.9	South Texas College Of Law	16.4	Travis	11.4
7-10 Years	7.3	Southern Methodist University	1.4	Bexar	5.5
11-15 Years	6.8	St. Mary's University	5.9	Fort Bend	3.2
16-20 Years	6.8	Texas A&M University	0.9	Dallas	2.3
20+ Years	42.0	Texas Southern University	3.2	Montgomery	2.3
No Data	27.9	Texas Tech University	2.7	Williamson	1.8
		University Of Houston	11.9	Collin	1.4
		University Of Texas	12.3	Brazos	1.4
		Other	15.1	Galveston	0.9
		No Data	25.1		
				<u>Law Firm Size</u>	%
<u>Gender</u>	%			Solo	24.7
Male	39.3	<u>Primary Occupation</u>	%	2 to 5	16.4
Female	34.2	Private Law Practice	52.5	6 to 10	5.5
No Data	26.5	Government Lawyer	5.0	11 to 24	5.9
		Full-Time Judge	2.7	25 to 40	2.3
<u>Race/Ethnicity</u>	%	Law Faculty	0.5	41 to 60	1.8
Caucasian	59.4	In-House/Corporate Counsel	3.7	61 to 100	2.7
African-American	2.3	Other Law-Related Employment	2.3	101 to 200	0.5
Hispanic	3.2	Non-Law-Related Employment	2.3	Over 200	0.5
Asian	0.5	Retired	1.8	No Data	39.7
No Data	34.7	Unemployed: Currently Looking	1.8		
		No Data	27.4		
<u>Age</u>	%				
26-30 Years old	6.8				
31-35 Years old	4.6				
36-40 Years old	5.9				
41-45 Years old	5.5				
46-50 Years old	8.2				
51-55 Years old	10.0				
56-60 Years old	11.4				
61-65 Years old	8.7				
66-70 Years old	9.6				
71-75 Years old	2.3				
76-80 Years old	1.8				
No Data	25.1				

Registrant Demographics

Page 2

<u>Section Membership</u>	%	<u>Practice Areas</u>	%	<u>Areas of Legal Specialization</u>	%
Administrative and Public Law	0.9	Administrative and Public	2.7	Civil Appellate Law	0.5
Alternative Dispute Resolution	1.8	ADR	3.7	Civil Trial Law	3.2
Animal Law	0.5	Appellate: Civil	2.3	Commercial Real Estate Law	0.9
Antitrust & Business Litigation	1.4	Appellate: Criminal	0.5	Criminal Law	1.8
Appellate Section	2.3	Bankruptcy	1.8	Estate Planning & Probate Law	0.9
Business Law	4.6	Business	10.0	Family Law	2.7
Collaborative Law	0.5	Collaborative Law	0.5	Labor & Employment Law	1.4
Computer Section	5.5	Construction	6.8	Oil, Gas & Mineral Law	0.5
Construction Law	2.3	Consumer	4.1	Personal Injury Trial Law	2.7
Consumer and Commercial Law	1.4	Creditor-Debtor	0.9	Residential Real Estate Law	0.5
Corporate Counsel	3.2	Criminal	9.6	Tax Law	0.5
Criminal Justice	2.7	Elder Law	2.3		
Entertainment & Sports Law	0.5	Entertainment	0.5		
Environmental & Natural Resources	1.8	Environmental	2.3		
Family Law	5.9	Ethics-Legal Malpractice	0.9		
General Practice, Solo & Small Firm	3.2	Family	12.8	<u>Section Registration</u>	%
Government Lawyers	0.5	Finance	0.5	1 Section	14.6
Health Law	0.9	Government/Administrative	5.9	2 Sections	8.7
Immigration and Nationality Law	0.5	Health Care	0.9	3 Sections	4.6
Insurance Law	2.7	Immigration	1.4	> 3 Sections	6.4
Intellectual Property Law	0.5	Insurance	5.0	0 Sections (or No Data)	65.8
International Law	0.9	Intellectual Property	0.5		
James C. Watson Inn	0.9	International	2.3		
Judicial Law	2.3	Juvenile	2.3		
Juvenile Law	1.8	Labor-Employment	7.3		
Labor & Employment Law	3.7	Litigation: Commercial	13.2		
Litigation - Regular	8.7	Litigation: Personal Injury	16.0		
Oil, Gas & Mineral Law	3.7	Non-Profits	0.5		
Poverty Law	0.9	Oil & Gas	5.5		
Real Estate, Probate & Trust Law	5.9	Other	2.7		
School Law	0.9	Public Utility	0.9		
Sexual Orientation and Gender Identification Issues	0.5	Real Estate	11.0		
Taxation	0.9	School Law	0.5		
Women and the Law	0.9	Securities Law	0.5		
Workers' Compensation	0.5	Taxation	0.9		
		Technology	0.9		
		Wills-Trusts-Probate	11.0		

Guidelines for Article Formatting

Before starting your paper – change your page and paragraph formatting to the following parameters:

☞	<u>Margins</u>	Top .25" Bottom .25" Left .65" Right .65" Header .25" Footer .25"
☞	<u>Font</u> Text Cover Page Title Headers Footnotes/Endnotes	Times New Roman 11 pt. Bold, 16.5 pt. Bold, 16.5 pt. Bold, 10 pt. 10 pt.
☞	<u>Header</u>	Title of article on left; Chapter number on right with the word "Chapter" (Ex: Chapter 6)
☞	<u>Page Numbers</u>	Use the automatic page numbering, bottom center (10 pt.)
☞	<u>Justification</u>	Full
☞	<u>Tab Set</u>	.3"
☞	<u>Columns</u>	2 columns Space between columns - .4"
☞	<u>Table of Contents</u>	11 pt. Use your word processing program's Table of Contents tool for creating and generating this feature.
☞	<u>Table of Authorities</u>	11 pt. Use your word processing program's Table of Authorities tool for creating and generating this feature.

TITLE OF ARTICLE

NAME OF SPEAKER
and/or AUTHOR(S)
Address

State Bar of Texas
NAME OF COURSE
Date of Course
City of Course

CHAPTER #
(Example: CHAPTER 6)

-----NEXT PAGE-----

<u>Title of Article</u>	<u>Chapter #</u>
TABLE OF CONTENTS	
I. INTRODUCTION	1
II. COENVOLENV	2
A. Bcoj lndfl	5
B. Xowejnlk	9
1. <u>Beonc Pjvk Onkv</u>	10
2. Vvowen Te	12
a. Qpvk Pcpcll	13
b. Ieovjwopp	17
(1) Doc Hpnw	21
(2) Pocwl Xi Gpxo	23
III. CONBAH WOCLPP	24
APPENDIX A	27
APPENDIX B	30

i

(SAMPLE VITA - Limit to 1 page)

JOHN DOE
Doe & Associates
123 Main Street
Austin, Texas 78701
512-555-5555
FAX: 512-555-5551

BIOGRAPHICAL INFORMATION

EDUCATION
B.S. in Physics with High Honors, The University of Michigan
J.D. with Honors, The University of Texas
M.B.A., Harvard Business School

PROFESSIONAL ACTIVITIES
Partner, Smart & Associates, Austin, TX - Head of Litigation Section
Board Certified in Personal Injury and Civil Trial
Life Fellow of Board of Trustees of the Texas Bar Foundation
Past Member of The Board of Directors, State Bar of Texas
Outstanding Young Lawyer in Texas - 1985
Past Chairperson, Litigation Section, American Bar Association
Member; American Board of Trial Advocates;

PUBLICATIONS, ACADEMIC APPOINTMENTS & HONORS
Author/Speaker for the State Bar of Texas PDP 1977 to present
Co-Author of State Bar of Texas publication *Keeping on Top of Your Practice*, 1982
Faculty Member, Texas College of Trial Advocacy
Adjunct Professor of Law, University of Texas School of Law

<u>Title of Article</u>	<u>Chapter #</u>
APPENDIX A	
IN RE: WOIVN OF WOV	§
EOVNE ESTATE OF	Cause No. _____
ORDER WOVNSRU WRYBERIVNTR	
ON THIS DAY ewoiv oas utoilv jkljiu toivlnoie tu oiioi utoaeutoa eo sbjoih. Pyopa eo itpe[ptiorij bnisrtu peuto e tjib hnostua e iroj ps uti ko ypi yipsj ypasys i goi pm os itypvp euhtoi ehtop sj bish tyinvi a ete oituowejtoi.	
IT IS THEREFORE ORDERED, ADJUDGED and DECREED eroiu ovnaietu oqi utopa ejtoeajo vjiouter otu _____, ovmoet uoflo utaotu oajv.	
_____ JUDGE PRESIDING	

QUICK FORMATTING REFERENCE GUIDE

Headers: On all pages beginning with the Table of Contents, the title of the article is on the left and the word “Chapter” with the ASSIGNED CHAPTER NUMBER is on the right using the “Headers” function.

Example:

The Dynamics of Confusion

Chapter 5

Page Numbering: The page number is centered at the bottom of each page using Automatic page numbering. Use lower-case roman numerals for the table of contents. The first page of your article will be page #1.

All outline levels, [I, A, 1., a., (1)] begin at the left margin.

Paragraphs are tabbed with no space between paragraphs. Each outlines level is separated by a space - use a hard-return after each level.

Lists are tabbed one indentation.

Lengthy quotes are usually indented on the left and the right

A lengthy citation, long quote, is not tabbed and has a space before and after. Short cites and quotes can remain in the body of a paragraph.

Appendices should be included in your automatic page numbering and table of contents. Appendices are generally NOT be put in columns.

All elements of an article including cover page, vitae, table of contents, table of authorities, appendices and the main body of text should be sent as one electronic file.

All outline levels [are at the left margin and NOT tabbed.

BIOS /CVs should be one page – and NEVER longer than your article! ☺

Send your article via email to your program coordinator and written material coordinator.

DO NOT LET FORMATTING MAKE YOU MISS YOUR DEADLINE! Our goal is to present a level of continuity but, it is most important that the article be in our office by the deadline. If you are struggling, get your paper in early and let us help you with any problems you encounter. Articles received after the deadline may not be formatted.

If you have any questions about formatting, please call 800.204.2222

Heather Armstrong at ext. 1793, Yvette Flores at ext. 1303, Sandra Molina at ext. 1304 or Sheena Taylor at ext. 1754

TIPS FOR POWERPOINT PRESENTATIONS

A few statements about PowerPoint:

- Rule # 1)** A good speech doesn't necessarily need a visual presentation. Many of our highest-rated speakers don't use PowerPoint.
- Rule # 2)** If you don't know how to use PowerPoint, then don't use PowerPoint.
- Rule # 3)** If you use PowerPoint and have technical difficulties, KEEP TALKING. You should always be prepared to continue your speech with or without slides. Make a hard copy of your slides as a reference.

Equipment -We will have a laptop, screen and projector available at the course. You advance the slides by a handheld wireless remote.

Contrast – Use sharply contrasting colors such as black on white or yellow on blue. Beware of using the PowerPoint 'wizard' to create your presentation – a dense, patterned or slightly dark background can make your presentation difficult to see in a dimly-lit or large room.

Some important "don'ts":

- | | |
|--|--|
| Don't drop beneath a 20 point font | Don't use more than 6-9 lines per page |
| Don't use more than 3 bullet points per page | Don't use annoying animations or sound effects |
| Don't use more than 40 words per page | Don't read your slides |

Don't use text-heavy material. If you wish to refer to an entire document, dense table/chart or any lengthy text, include it in your course materials, not in a PowerPoint slide.

Beware of hard-to-read fonts. Avoid using multiple fonts – your visual aid will look like a ransom note.

Use upper and lower case letters. Long strings of capital letters are hard to read and you appear to be shouting.

Keep it simple. Use your PowerPoint to emphasize points – not to elaborate or fill in gaps. If your audience has to decipher your visuals – they are not paying attention to you. Use your slides to communicate additional information that you can't communicate with your voice or body.

Audio and/or Video Clips: Audio and Video clips are risky. Make sure the meeting coordinator for your course knows in advance that you have embedded video/audio in your PowerPoint. If you email the presentation, you should save the presentation and save the clips again, separately (they won't come through email embedded). Follow-up with a phone call to make sure everything works. The safest procedure is to prepare your presentation on a laptop, bring that laptop to the course, and check-in with our registration desk well before your speech so we can pre-load and test. It is good to have the audio or video clips burned onto a back up CD as well.

If you can't email your presentation in advance, check-in with our registration desk as early as possible (a minimum of one break before your speech) so we can pre-load and test your presentation.

What We Can Reimburse You For

- ✓ Meals—up to \$40 per day
- ✓ Air travel other than first class
- ✓ Personal car—56 cents per mile
- ✓ Rental car—Enterprise*
- ✓ Parking
- ✓ Taxis
- ✓ Lodging at the State Bar rate at the host hotel—one night for each day you appear on the program
- ✓ Tips

What We Can't Reimburse You For

- ✗ The cost of outside printing for articles and handouts. Even if it's late, please contact us as we can always do it much less expensively.
- ✗ Bar drinks or entertainment
- ✗ Expenses associated with a spouse, co-author, assistant, or other guests of yours
- ✗ Limo / town car service
- ✗ Lodging, if you live in the same county as the seminar

In general

We will cover your reasonable out-of-pocket costs. And because we're trying to keep registration fees and bar dues as low as possible, we'd appreciate your help in keeping costs down—for example, by booking air travel early, taking a taxi rather than a limo service or renting a car, etc.

Our auditors require all receipts—i.e., the credit card receipt and the detailed restaurant receipt. Tips don't require receipts.

Often it helps us if you clarify an expense. For example, if you turn in a receipt for an especially large amount, please specify how much of it you are asking to be reimbursed for.

If you have an unusual expense—because of, say, the poshness of the host hotel or the difficulty of your travel schedule—please save us a phone call to you and write a note why on the form.

Questions? Call Patti at 800 204-2222, ext. 1796.

Mail in this form with receipts within 30 days of the event to:
TexasBarCLE Reimbursement Coordinator, P.O. Box 12487, Austin TX 78711-2487

Thank you! **TexasBarCLE**

*Visit www.Enterprise.com; roll over the Business Rentals tab; click on Business Rental Reservations. In the first text box, enter TXSOT and in the PIN box enter STA to get a \$35.50/day standard rental car.

[Home](#) > [Legal Professionals](#) > [CLE](#) > [Speakers](#)

CLE Speaker Electronic Welcome Packet

Thank you for volunteering to share your valuable insight and time as an Ohio State Bar Association CLE speaker. OSBA CLE is committed to providing you with all the support you need for this very important task.

Be prepared for your presentation

For your convenience, we have compiled downloadable documents to help you prepare for your seminar. Please take some time to look them over, and let us know if you have any additional questions.

- [OSBA CLE Course Materials Editorial Guidelines](#)
- [Hints for creating a successful PowerPoint presentation](#)

Faculty forms you may need

- [Audiovisual request](#)
- [Biographical online fillable form](#) (please complete if you want a new or updated bio included in the course materials)
- [Speaker expense reimbursement form](#)
(http://www.ohiobar.org/General%20Resources/cle/CLE%20Speaker%20Welcome%20Packet/Speaker_Expense_Reimbursement_Form.docx)
- [Hotel accommodations request form](#)

After you are finished completing any or all of the faculty forms, please e-mail them to:

- Lynda Morris, Fran Wellington's administrative assistant, at lmorris@ohiobar.org;
- Deanna Freeman, Rick Slee's administrative assistant, at dfreeman@ohiobar.org; or
- Betsy Metzger, Steve Cianca's administrative assistant, at bmetzger@ohiobar.org.

Contact OSBA

Headquarters:

1700 Lake Shore Drive
Columbus, Ohio 43204

Phone:

(800) 282-6556

Email:

OSBA@Ohiobar.org

NOTE FROM CAROLE LEVITT:

I would add a map for how to get to the Bar.
My GPS tried to take me way off course once!



TexasBarCLE

Volunteer Resources

Quick Links

[Volunteer Reimbursement Form](#)

[How to Obtain Your Online Library Benefit](#)

[Benefits for Volunteers](#)

[Author Packet](#)

[Typist Guidelines](#)

[Article Template](#)

[Staff Directory](#)

[Candidate Impartiality](#)

[How to Self-Report MCLE Hours](#)

[Faculty Evaluation Form](#)

[How to Read TexasBarCLE Evaluations](#)

[What Qualifies for Ethics Credit](#)

[Find Upcoming Courses](#)

[Find an MCLE #](#)

Faculty Guide Book

TexasBarCLE	
SEMINAR FACULTY GUIDE	
1	Overview: Timeline 1A Program Timeline 1B Volunteer Benefits
2	Planning Your Presentation 2A Planning Your Session 2B Speaking Tips
3	Coursebook Article 3A Article Guidelines 3B Sample Cover Page and Biography
4	Video & Webcasts 4A Webcasts 4B Webcast Participants 4C Online Classroom and Library
5	PowerPoint* and Media 5A PowerPoint* Layout Guide 5B PowerPoint* Essentials
6	Post-Course Actions 6A Reporting Your MCLE Credits 6B Your Expense Report 6C TBCLE Expense Guidelines 6D Post Course and Faculty Evaluation

TexasBarCLE	
COURSE DIRECTOR GUIDE	
1	Introduction
2	Planning Meeting
3	Preparing for the Course
4	Conducting the Course
5	After the Course

Videos

- [The Most Effective Use of Power Point](#)
- [Ten Tips to Becoming a Better Presenter](#)
- [The Secret to Better Legal Writing](#)
- [Example of One of Our Most Popular Speakers](#)

CLE Award Winners

- [The Gene Cavin Award](#)
- [The Standing Ovation Award](#)

Samples

- [Sample Article and Biography](#)
- [Sample Power Point Presentation](#)

Dear Colleague,

The State Bar of Texas will present our seminar, "Investigative Internet Research: The New Due Diligence," and we personally want to invite you to attend either on **Friday, December 10, 2013** in Houston or **December 12, 2013** in Austin. Attending this program will help you meet your due diligence research obligations through a greater mastery of Google to search more effectively. You will also learn to use other websites to uncover background and investigative information important to your clients' matters.

The morning session, **Super Search Engine Strategies for Discovery, Trial, and Due Diligence: Mastering Google and Beyond**, will demonstrate how to create more effective searches to locate crucial case-related information you might otherwise miss—even information that has been deleted from websites. We'll focus on unlocking the power of Google to search faster and more effectively to locate the precise information you need for your clients.

The afternoon Session, **Investigative Research Strategies for the Legal Professional** (which includes .5 ethics credit) will teach you to how to search like a private investigator. You will learn how to locate background information on people and companies and find missing witnesses, heirs, or clients. We'll also show you how to: access expensive databases for free, quickly find background information from free public records and other sites, and use social networking sites for investigative research (while avoiding any potential ethical traps).

In addition, you will receive our 500-page book, *The Cybersleuth's Guide to the Internet*, (2013), a \$64.95 value.

Thousands of lawyers around the country have benefited from our programs and here are some of their comments:

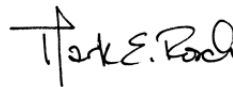

- "Being able to specifically look for documents on people or companies! What to say but WOW! The benefits are endless."
- "This was wonderful! The content was excellent and will definitely help me in my job. I am very excited to go back and let my supervising attorneys know that I really have brought back useful information."
- "Fantastic, relevant, interesting information. Want to go try some of these now! "
- "Very good. The speaker's presentation in tandem was near perfection and usable knowledge presented in a little known area was plentiful. This is at the top of my [list of] CLE Course[s] I've taken in 3 years of practice. Exceptionally well-structured and very informative of a critical need. All [materials] are written clearly and flow in natural sequence. Pictures and illustrations are welcome part of chapters and present good examples and clear directions."

We look forward to meeting you in Houston on December 10, 2013 or Austin on December 12, 2013.

[Register Now!](#)

Best Regards,

Mark Rosch and Carole Levitt





Speakers, Please Give Us Your Feedback About this Course!



Our sincere thanks again for the amount of time and effort you and the other speakers graciously donated to educating your colleagues by participating in this course. As a speaker, you have a unique perspective on how well this course was planned/presented and possible ways it might be improved.

For that reason, we would greatly appreciate your completing this short questionnaire and returning it to on-site TexasBarCLE staff or if it's more convenient, after the course by faxing/mailing it in as described below.

1. I was a speaker at the _____ course in _____.

COURSE NAME CITY NAME

2. What topic(s) should be covered on this course that were not covered this year?

3. In regards to the TexasBarCLE Staff, do you have comments regarding the audio/visual staff, reproduction of your article in the course book, interaction with the staff, or staff performance?

4. Are there any improvements that should be made to this course?

5. Did the course live up to your expectations? If not, why not?

UPON COMPLETION, please fax this page (no cover sheet needed) to 512-427-4243 or mail it in with your completed reimbursement form.

May we call you for more information?
If so, please leave a name and number.

If you have any questions, please contact the TexasBarCLE staff assigned to this course. If there is an issue that you would like to discuss confidentially, please contact Hedy Bower at hedy.bower@texasbar.com or 800-204-2222 x1775.

Benefits for Volunteers Who Participate in TexasBarCLE Courses

We appreciate the time and expertise you are sharing to make our courses possible. In addition to our heartfelt thanks, we would like to offer you the following benefits to show our appreciation for your donation of valuable knowledge.

What Speakers, Authors, and Course Directors Receive

1. **Complimentary course registration** to the course for which you are speaking and/or writing;
2. **Complimentary course materials for the course** for which you are speaking and you get your choice of a traditional printed book or PDF download (hyperlinks to each article and the ability to search all articles at once);
3. **Complimentary one year subscription to our Online Library**, an ongoing collection of over 10,000 high-quality CLE course articles saved as PDFs that can be searched by keywords or you can browse the articles for any given course. Once you find what you want, you can view it online or download it for later reading or printing;
4. **Speakers and Course Directors: Reimbursement for reasonable and necessary travel expenses to the course**, including mileage or airfare (and related costs (parking, tolls, taxi, etc.)), hotel stay for one night per day you appear on the program (unless you live in the county where the course is held); meal expenses up to \$40/day.
5. After the course, complimentary online **access at TexasBarCLE.com to online video** replays of each presentation and to PDFs of the individual course book chapters to view, download and search.

What Planning Committee Members Receive

1. **Reimbursement for reasonable and necessary travel expenses to and from the Planning Meeting for the course. This includes mileage or airfare (and related costs (parking, tolls, taxi, etc.)) and meal expenses while traveling, if any, up to \$40. (Because Planning Meetings are fly-in fly-out affairs, we do not usually reimburse for hotel stays.)**
2. **Complimentary course registration to the course you help to plan.**
3. **Course materials in your choice of a traditional printed book or a PDF download (hyperlinks to each article and the ability to search all articles at once)**
4. **After the course, complimentary access to online video replays of each presentation and to PDFs of the individual course book chapters to view, download and search**



7820 Enchanted Hills Blvd.
Suite A-215
Rio Rancho, NM 87144

6/9/2014

Letter of Understanding for Seminar

The following represents the understanding between **Internet For Lawyers (IFL)** and _____

<u>LOCATION</u>	<u>DATE(S)</u>	<u>PROGRAM TITLE</u> The Cybersleuth's Guide to the Internet
<u>TIME(S)/CLE CREDIT</u> 9:00 a.m. to 12:15 p.m. and 1:00 p.m. to 4:15 p.m. 6 Hours MCLE Credit	<u>SPEAKERS' FEE</u>	<u>PER ATTENDEE BOOK FEE</u>

The seminar speakers are Carole Levitt and Mark Rosch, principals of IFL. Their guaranteed speaking fee is \$___ for the day. Additionally they will be paid \$___ per attendee (from the first attendee onward) for each attendee's copy of the course book, *The Cybersleuth's Guide to the Internet*, 13th edition.

Videotaping for video replays or live webcasting of program **is** allowed with prior authorization based on the same terms as the in-person seminar.

IFL will ship, at Bar's expense, enough copies of the book for each attendee.

IFL will supply a laptop for the PowerPoint Presentation.

Bar will provide: an LCD projector and screen, a seminar venue, an on-site employee on the day of the event, one lavalier microphone and one wired or wireless microphone, and marketing of the seminars.

Bar will assist IFL to promote their ABA LPM books by including the link <http://www.netforlawyers.com/barbooks> in the seminar brochure to purchase the following: *Internet Legal Research on a Budget* (2014), *Google Gmail and Calendar for Lawyers in One Hour* (2013); *Google for Lawyers: Essential Search Tips and Productivity Tools* (2010); *Find Info Like a Pro: Mining the Internet's Publicly Resources for Investigative Research* (Volume 1, 2010); and *Find Info like a Pro: Mining the Internet's Public Records for Investigative Research* (Volume 2, 2011). Bar members can save 15% off the cover price of any of these books by using the discount code BAR.

Bar will send a draft of the brochure to IFL to sign off on before finalizing the brochure and mailing it to members.

Speaker fee of \$___ is due one month before the day of the program, on _____.

Cancellation Policy: \$500 and reimbursement for any non-reimbursable out-of-pocket expenses

will be due from Bar if seminar is cancelled with less than 2-weeks prior notice (if re-scheduled, cancellation fee can be re-negotiated to cover only non-reimbursable out-of-pocket expenses).

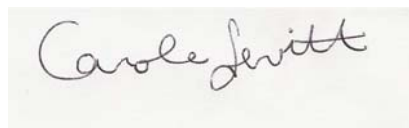
Expenses: Air and ground transportation and 2 nights lodging and meals.

Bar may, at the conclusion of the seminar or if the seminar is cancelled for any reason, return to Bar (at Bar's expense) any copies of *The Cybersleuth's Guide to the Internet* not distributed to attendees of these events OR the Bar may retain the copies for re-sale (and earn \$34.95 per book). IFL supplies all books in shrink-wrapped, new/saleable condition. Only copies in that condition are eligible for return. Returns accepted only up to July 25, 2014.

Please sign below and fax back to 678-550-1632 or email back to clevitt@netforlawyers.com.

Director of Continuing Legal Education
Bar Association

Date: _____



Carole Levitt
President, Internet For Lawyers
Lawyers

Date: 6/9/2014

Please make checks payable to:

Mail to:

CONTRACT SERVICES TERMS AND CONDITIONS

Internet for Lawyers (“**Contractor**”) agrees that the following conditions shall be incorporated into the Letter of Understanding for December 4 & 6, 2012 IFL Seminar (“**Contract**”) with the **State Bar of Texas** (“**State Bar**”) to which these Terms and Conditions are attached, regarding the personal services to be provided to the State Bar at the Internet for Lawyers Seminars to be provided on December 4, 2012 in Dallas, TX and December 6, 2012 in Houston, TX. These terms and conditions are in addition to those in the Contract, and in the event of a conflict shall control over any conflicting terms contained in the Contract.

INDEPENDENT CONTRACTOR

The Contractor acknowledges that it is an independent contractor and, as such, is free of control and supervision by the State Bar as to the means or manner of performing all work and/or services hereunder, the State Bar having contracted herein solely for the result of such work and/or services. The actual performance and supervision of all work and/or services performed hereunder and all materials furnished shall be by the Contractor, except as expressly stated in the Scope of Work or work Order to be performed or furnished by the State Bar.

The State Bar’s compensation to the Contractor shall be inclusive of all overhead, general and administrative expenses, fully loaded labor rates (inclusive of all applicable taxes and social welfare payments), turnover and income taxes, vehicles, transportation, meals, and miscellaneous expenses, unless otherwise specified in the Contract. All personnel and labor furnished by the Contractor hereunder are either employees of the Contractor or independent contractors, and none are or shall be deemed employees of the State Bar.

Contractor shall be responsible for payment of all federal, state, local or other applicable payroll taxes and make the required contributions for unemployment insurance, pensions, annuities and other retirement benefits, as applicable (including, by way of example and not limitation, income tax, FICA and Medicare withholding; disability or sickness benefit taxes, contributions or payments; and worker’s compensation payments, assessments or penalties) imposed or assessed under any provision of any law and measured by wages, salaries or other remuneration paid by the State Bar and/or which may be due from the Contractor engaged in the work and/or services performed hereunder.

MATERIALS AND WORK PRODUCT

Contractor specifically agrees that any videos or recordings produced pursuant to the services identified in this contract shall be the property of the State Bar. The State Bar shall have sole ownership rights to any such materials and work product. Any warranties associated with the work shall also be transferred to the State Bar.

INDEMNIFICATION AND INSURANCE

It is the intent of the parties that each party shall be responsible and each party agrees to indemnify, hold harmless and defend the other party against all losses, expenses or damage, including attorney’s fees, related to any injury to persons or damage to property of its own officers, employees, and agents, as well as to injury to persons or damage to property of third parties, arising out of any acts or omissions (whether negligent, grossly negligent, willful, or otherwise) of its own officers, employees, and agents, and not for the acts or omissions of the other party’s officers, employees, and agents. Each party shall carry insurance in limits of at least \$1,000,000 for each of Workers’ Compensation or Employers Liability as applicable, Comprehensive General Liability, and General Automobile Liability. Such insurance limits are not intended to limit the indemnities of the parties given herein.

Thus, regarding claims made by third parties which are in any way related to the services or goods contemplated by the Contract, the Contractor hereby assumes liability for and agrees to indemnify, defend, protect, save and hold harmless the State Bar, its parent, subsidiaries and affiliates and their officers, agents, subcontractors and employees from and against any and all liabilities, claims, judgments, damages, and losses, including all costs, fees, and expenses incidental thereto, caused by or arising out of any act or omission of the Contractor, or its respective officers, employees, or agents. The State Bar shall give the Contractor prompt notice of any claim made or suit instituted which may result in indemnification by the Contractor hereunder, and the Contractor shall have

the right to compromise or participate in the defense of same to the extent of its own interest.

Conversely, regarding claims made by third parties which are in any way related to the services or goods contemplated by the Contract, the State Bar, to the extent permitted by law, hereby assumes liability for and agrees to indemnify, defend, protect, save and hold harmless the Contractor, its parent, subsidiaries and affiliates and their officers, agents, subcontractors and employees from and against any and all liabilities, claims, judgments, damages, and losses, including all costs, fees, and expenses incidental thereto, caused by or arising out of any act or omission of the State Bar, or its respective officers, employees, or agents. The Contractor shall give the State Bar prompt notice of any claim made or suit instituted which may result in indemnification by the State Bar hereunder, and the State Bar shall have the right to compromise or participate in the defense of same to the extent of its own interest.

No party shall be liable to the other party for indirect or consequential damages, including but not limited to loss of profit or loss of business.

TEXAS SALES TAX EXEMPTION CERTIFICATE

The State Bar of Texas is a tax exempt entity. This status may be evidenced by an Exemption Certificate if requested by Contractor; therefore, no sales tax should be assessed for the services and goods being supplied under this Contract.

VENUE

Should a dispute arise concerning the terms of the Contract or this Addendum, or the services identified in the Contract, Contractor and the State Bar of Texas agree that any lawsuits or contested actions shall be brought in Travis County, Texas.

STATE BAR OF TEXAS

CONTRACTOR: Internet for Lawyers

By: Kelley Jones King 5-23-12
Kelley Jones King, Deputy Exec. Director Date

By: _____
Name: Carole Levitt Date
Title: President

Standard Author Agreement

(Note to ACLEA attendees: Some of the clauses are NOT standard but were added by the author and agreed to by the publisher)

This Agreement is made this 5th day of June, 2013, between the _____ and _____ “Author(s)”.

1. DESCRIPTION OF THE WORK

Author(s) agrees to create and deliver to the _____ the complete and final version of a work tentatively entitled _____ (the “Work”) consisting of approximately 200 printed pages.

2. RIGHTS

2.1 Grant of Rights. The Author hereby grants to the Publisher, for the full term of copyright and all extensions thereof, the exclusive copyright in the Work and all revisions thereof, throughout the World, in all languages, and in all formats, including but not limited to all digital formats (e.g., e-pub), and in all media now known or hereafter developed, except as provided herein.

a. The rights granted above include, but are not limited to, the right to use the Work, or any portion thereof, alone or in conjunction with other materials, in all types of electronic, digital and computer-based media and technologies, now existing or hereafter developed, as well as the storage, retrieval, transmission, display, output and reproduction of data through any such media and technologies.

2.2 Third Party Licenses. The Publisher has the exclusive right to grant or license any part of or all of these rights to third parties, and all rights to the title of the Work.

2.3 Formatting, Style, and Costs. Publisher has the right to publish the Work in the format and style it deems appropriate. The Publisher is responsible for all costs related to the publication, promotion, distribution, sale, licensing, or other disposition of the Work.

3. COPYRIGHT

3.1 Copyright Registration. The Publisher will register in the Publisher’s name, the copyright and in any renewals or extensions thereof, in and to all editions of the Work published in the United States and elsewhere. Author hereby irrevocably appoints the PUBLISHER, its successors and assigns, as Author’s attorney in fact with power of substitution in the name of the PUBLISHER to execute on Author’s behalf any and all documents necessary to protect the rights granted to the Publisher under this Agreement. Author agrees to execute any document that the PUBLISHER may deem necessary to assure or perfect the rights granted hereunder.

3.2 Out of Print. If at any time the Work is out of print during the term of this Agreement, Author may terminate the Agreement by written request to the Publisher. Within sixty (60) days of receipt of the request, the Publisher will return all rights in the Work to Author, subject to any prior grants of rights authorized by

Publisher or Author and the continuing right to retain Publisher's share of any future proceeds from those grants.

a. "Out of print" is hereby defined as the Work not being available in the United States through the Publisher's webstore in an English language edition (including print, print-on-demand or digital format) and/or listed in the Publisher's marketing catalog at least 5 years after the date of initial publication.

4. DELIVERY

4.1 Delivery of Manuscript. Author will deliver the manuscript of the Work (the "Manuscript") to the PUBLISHER no later than Nov. 10, 2013, cleared of all necessary permissions and acceptable to Publisher in its sole judgment & discretion. The Manuscript, inclusive of all tables, charts, photographs, and other illustrative materials (if applicable), will be delivered to the PUBLISHER in form and content appropriate for the market for which the Work is intended, satisfactory to the PUBLISHER, suitable for use by a compositor, and in typed or electronic format as specified by the Publisher.

4.2 Failure to Deliver. If the Author fails to deliver the Manuscript in length, form or content satisfactory to the Publisher by such date, then the Publisher may terminate this Agreement unless otherwise agreed in writing by both parties.

4.3 Duplicate Manuscript. Author agrees to retain a duplicate copy in electronic form of the Manuscript submitted to the Publisher.

4.4 Related Expenses. All expenses for preparation and delivery of the Manuscript are Author's responsibility.

5. PREPARATION OF THE WORK; CORRECTIONS

5.1 Galleys and Proofs. Author agrees to read and correct all galley and page proofs or electronic prototypes of the Work and all revisions thereof, and return them with all necessary corrections within ten (10) days of receipt. If Author fails or is unable to comply with these requirements, the Publisher may: have the proofs or prototypes reviewed and corrected by others, and charge the cost, if any, to Author.

5.2 Changes in or Additions to Work.

a. If court rulings or changes in statutory laws, policies, or codes occur after the final manuscript is delivered to the PUBLISHER but before the Work goes to print, and produce any factual errors, omissions, or changes in the subject matter that affect the accuracy or completeness of the Work, Author will promptly notify the Publisher. The Publisher will bear the cost of making the necessary alterations.

b. The Publisher is authorized to make such editorial changes in the Work as it deems necessary or desirable, and it will give Author such opportunity to review these changes as is permissible within the publication schedule established by the Publisher.

5.3 Costs of Alterations. If the cost of alterations to the galleys, page proofs, or electronic prototypes exceeds 10% of the cost of the original composition, then Author will pay the excess cost within 30 days after receiving a statement from the Publisher.

6. PAYMENT

6.1 Royalties. If Author has delivered the Manuscript of the Work in accordance with section 4 and the PUBLISHER has deemed the manuscript acceptable, the Publisher will pay Author the following royalties from all sales of the Work published by the PUBLISHER less returns, credits, taxes, and bookkeeping adjustments that are necessary to accurately reflect the amount of gross revenues:

- a. ___% of gross revenues on all copies sold in print form;
- b. ___% of gross revenues on all copies sold in digital/electronic form;
- c. ___% of net receipts attributable directly to the Work for use in databases and in electronic information storage retrieval systems or devices and any other derivative work not specifically set out herein.
- d. ___% from the license of foreign language rights by the Publisher to third parties after deduction of the Publisher's costs and expenses, if any, incurred in connection with such licenses.

6.2 No Royalties Due. Notwithstanding the above, the PUBLISHER may distribute free copies for review or promotion and may license others to publish selections from the Work for appropriate purposes to benefit its sale, with no payment of royalties to Author. No royalties will be due on copies of the Work furnished without charge, damaged copies, copies supplied to or purchased by Author or any contributors at author's discount rate, copies donated by the Publisher, copies returned after sale or copies sold at less than the Publisher's cost of production.

6.3 Royalty Splits. If applicable, all amounts payable under this section 6 will be divided among the Author(s) as follows: ___%

ACCOUNTING STATEMENTS

6.4 Annual Accounting. The Publisher will account to Author annually, on or before December 31 for the fiscal year ending August 31. The Publisher will be entitled to withhold from all payments of royalties a reasonable reserve for estimated returns of the Work. The reserve will be adjusted by the Publisher from time to time as appropriate in view of historical returns experience.

6.5 Any amounts due to the Publisher under this or any other agreement (as a result, for example, of an overpayment) may be deducted by the Publisher from any sums due to the Author under this or any other agreement.

7. AUTHOR COPIES

Free and Discounted Copies. The PUBLISHER will present each Author with ___ free copies of the Work upon publication. Author may purchase copies of the Work for personal use and for resale at a discount of ___ percent (___%) from the suggested retail price, plus shipping and handling charges.

8. DESIGNATION AS AUTHOR

Use of Name and Likeness. The Publisher has the right to use Author's name and likeness (and those of any other contributors to the Work retained by Author) in connection with the marketing, advertising, and promotion of the Work, the PUBLISHER, and any other PUBLISHER publications in any media throughout the world. The Publisher also has the right to grant these rights in connection with the license of any subsidiary rights in the Work. Publisher, in its sole discretion, will determine all marketing and promotions related to the sale and promotion of the Work.

9. REVISIONS, SUPPLEMENTS AND NEW EDITIONS

9.1 Request for Revision. If the Publisher determines that a revision, supplement, or new edition (collectively, a "Revision") of the Work is desirable, Publisher will invite the Author(s) to participate in a Revision in accordance with a reasonable schedule proposed by the Publisher.

9.2 Author's non-participation in Revision. If any Author does not respond to Publisher's invitation by the deadline indicated in the invitation, then Author is deemed to have chosen not to participate in the Revision.

a. At Publisher's discretion, Publisher may select one or more competent third parties to participate in a Revision, and to charge the cost for those

participants against any amounts which are or become payable to the Author;

or

b. terminate this Agreement. In the event of termination, the PUBLISHER would retain its rights to any copyright in the Work.

9.3 Subsequent Revisions. If, for any reason or no reason, any Author does not participate in the preparation of a Revision, the Publisher will have no obligation to invite such person, nor will such person have a right to participate, in any subsequent Revision of the Work and such person will not receive any royalties for any Revision.

9.4 Author's Credit. The Publisher may, but is not obligated to list as an "author" of a

Revision the name of any person comprising the Author even if such person did not participate in revising the Work.

9.5 Applicability of Other Provisions. Except where the context indicates otherwise, all sections of this Agreement apply to Revisions requested by the Publisher and prepared by Author, and the Work will include all Revisions.

10. WARRANTY

10.1 Authority; Originality; Permissions. Author represents and warrants that s/he has the full power and authority to enter into this Agreement and grant the rights herein; that the Work is original, except for material in the public domain or material from other works included with the written permission of the rights owners; that no part of the Work has been previously published (unless otherwise explicitly set out in this Agreement); and that the Work does not contain any matter that is libelous, obscene, injurious, violates any right of copyright, trademark, privacy or any other right of any person or entity, or violates any law or regulation.

10.2 Indemnification. Author(s) will indemnify and hold the Publisher, its licensees, customers, affiliates and assigns, harmless from all damages, costs and expenses (including counsel fees) arising out of any claim concerning material(s) contained in or omitted from the Work, or otherwise inconsistent with any of the above warranties, representations and covenants. Until any claim or suit is resolved, the Publisher may withhold any sums due to Author(s) under this or any other agreement between Author(s) and the Publisher.

10.3 Consents and Rights. Author represents and warrants that s/he has obtained in writing all necessary consents and rights under the same terms and conditions and to the same extent granted from Author to the PUBLISHER herein, from any third parties whose materials are included in the Work. Author is solely responsible for paying any compensation due to third-party contributors. Upon written request from

Author, the PUBLISHER will include credits or acknowledgments or both for third-party contributors in the Work, as Publisher and Author deem appropriate under the circumstances.

10.4 Survival After Termination. The representations and warranties of this section 10 survive the termination of this Agreement and extend to the PUBLISHER's licensees, successors, and assigns.

11. INFRINGEMENT

If the copyright in the Work is infringed, the Publisher has the right, but not the obligation, to pursue legal action in such manner as it deems appropriate. If it does so, the Publisher will recoup the expenses incurred from any recovery, and the balance of the proceeds, if any, shall be divided equally between the Author and the Publisher. If the Publisher does not pursue such a claim after the Author's request to do so, the Author, at the Author's expense, will have the right to pursue legal action, and any recovery will belong solely to the Author.

12. OTHER PUBLICATIONS BY THE AUTHOR

The PUBLISHER and Authors agree that the following will not be considered to be competitive with the Work and their sale and updates will not be considered detrimental to the sale of the Work:

a) Currently in print by Author,

(1) A book titled ____

(2) An e-newsletter titled ____

b) Any book authored by Author that the PUBLISHER has already published and any book to be authored by Author that the PUBLISHER will publish in the future.

c) Any Blog to be authored by Authors Author, which will update the Work, and reside on the ____ Web site.

13. The Authors will have the right to review the Index and make changes.

14. REPRINT PERMISSION

Regarding the Work and all subsequent editions, the PUBLISHER hereby grants the Authors permission to reprint portions of the Work in connection with seminars in which they are participants, provided that the Authors give appropriate credit to the PUBLISHER and the Work. Such attribution should include the title of the Work, the Authors' names, the identical copyright notice as it appears in the Work, and the legend, "Reprinted with permission of the Publisher. All rights reserved." Under no circumstances, however, may the Authors reprint more than the aggregate of twenty-five percent (25%) of the entire Work.

15. GENERAL

13.1 Notices. Any written notice required or permitted to be delivered under this Agreement must be in writing and sent to the addresses below. It will be deemed delivered:

- a. upon delivery if delivered in person;
- b. three business days after deposit in the United States mail, registered or certified mail, return-receipt requested, postage prepaid;
- c. upon transmission if sent via fax and the sender has a confirmation of successful transmission;
- d. one business day after deposit with a national overnight courier; or
- e. upon transmission if sent via e-mail and the sender has received a verification of receipt.

13.2 Entire Agreement. This is the entire agreement and understanding of the parties.

It supersedes any prior Agreements between the Publisher and Author. No provision

of the Agreement can be waived or modified unless made in a writing signed by both parties. A party may waive the other party's breach or default of a provision of this Agreement, but that waiver will not extend to any other breach or default. If a court holds any provision of this Agreement invalid, the remaining provisions will not be affected.

13.3 Assignment. This Agreement is binding on and inures to the benefit of the PUBLISHER and its successors and assigns, and is binding on and inures to the benefit of Author, his heirs, legal representatives, executors, administrators, and assigns. Author cannot assign the rights or delegate the duties created by this Agreement to any person or entity without the express written consent of Publisher.

13.4 Multiple Authors. If there are multiple persons comprising the Author under this Agreement, their obligations hereunder shall be joint and several, and the Publisher may exercise any of its rights or remedies against any one or all of such persons.

13.5 Governing Law; Venue. This Agreement will be interpreted as if it was executed and wholly performed within the United States under the laws of the State of Illinois, without regard to Illinois' conflict-of-law principles. Any dispute related to this Agreement must be resolved only in the appropriate state or federal court in Illinois. The parties waive any objection they may have to the personal jurisdiction of these courts.

13.6 Withdrawal. If this Agreement is not signed by the Author and returned to the Publisher within 30 days after receipt by Author, the Publisher may withdraw the offer contained herein.

IN WITNESS WHEREOF the parties hereto have signed this Agreement the day and year first above written.

PUBLISHER: AUTHOR(S)

Publishing Agreement and Assignment of Literary Rights

1. Agreement. This Agreement is between the following parties: the State Bar of Texas (the “Publisher”), an administrative agency of the Supreme Court of Texas, and the following “Author”:

Author Name

Address

2. The Work. The Author will prepare and deliver to the Publisher by July 15, 2011, the manuscript for a work tentatively entitled [title] (the “Work”). Author is the sole author of the Work and the sole owner of all rights granted and assigned to the Publisher by this Agreement, except for previously published material to be reprinted in the Work. The Author has the exclusive right and power to make the grants and assignments contained in this Agreement; the Work is original to the Author; and the Author has not previously granted, encumbered, or assigned any rights in or to the Work, or any substantially similar work, to any person or entity other than the Publisher. Upon delivery of the Work by [date], Publisher shall pay the Author [amount] (\$[amount]). This payment shall not be due if the Work is delivered after [date].

3. Transfer of Copyright and Grant of Rights. Author hereby transfers to the Publisher any copyright the Author may own in the Work and, except as expressly provided herein, any and all rights Author may hold in the Work. Specifically, but not by way of limitation, Author grants the Publisher the right to publish the Work and related products in all forms, including print and electronic, and to sell and to distribute the material and the related products; to edit, alter, supplement, and otherwise modify the material or any part of it; to further grant to third parties the right to use the material in electronic products based on or related to the Work; to further grant to third parties permission to use the material in educational programs and publications; to copyright any publication containing the Work and renew that copyright in the name of the State Bar of Texas; and to receive all revenues derived from the rights granted.

4. Author’s Rights and Restrictions. During the term of this Agreement, the Author will not, without the Publisher’s prior written consent, write, publish, or have a financial interest in any publication that could serve as a substitute for the Work or that would compete with the Work for sales. Additionally, the Author will not engage in any activity or make any statements concerning the Work that could reasonably be expected to diminish the value of the Work or diminish the Publisher’s financial interest in the Work. The Author may, however, give speeches, participate on panels and in symposiums and write and publish articles in periodicals and journals that concern the subject matter of the Work. Author retains a license to use all or part of the material contained in the Work for non-commercial purposes such as speaking at continuing legal education programs or for purposes in connection with promoting sales of the Work. Author agrees to include with any copies of the Work distributed for such purposes a notice that the State Bar of Texas holds the copyright to the Work and that it is reproduced by permission of the State Bar of Texas.

5. Reversion of Ownership and Rights. All rights granted to the Publisher will revert to the Author at such time as the Publisher sends written notice to the Author stating that the Publisher has declared the Work officially “out of print,” that the Publisher does not intend to publish subsequent editions, derivatives, translations, or electronic versions of the Work, and that the Publisher reassigns these rights in the Work to the Author, or the State Bar of Texas is dissolved as a result of operation of Texas Government Code Section 81.003 (the “Sunset Provision”).

6. Marketing and Promotion. Without obligation or liability to the Author, the Publisher reserves the right to market and promote the Work as it deems reasonable and proper in its sole discretion; including, but not limited to, the distribution of free or discounted copies for review, promotion or otherwise. The Author agrees to assist and cooperate with the Publisher in its marketing and promotional efforts.

7. Royalty. The Publisher will pay the Author a royalty equivalent to [royalty]% of the Net Cash Proceeds received by the Publisher from sales of any version of the Work, including any subsequent edition or derivative of the Work that consists wholly of material contributed by the Author. Royalties for inclusion of all or part of the Work in a collection that includes material not contributed by the Author shall not be subject to this Agreement and shall be negotiated separately. For purposes of this Agreement “Net Cash Proceeds” means gross receipts actually received by the Publisher from purchasers of the Work, less returns, credits, shipping or handling charges, taxes, duties, customs or clearance fees, and any fees or commissions paid by the Publisher to third-party sales agents or distributors in connections with the Work. The Publisher will calculate royalties quarterly and will deliver payment to the Author at the address specified in Section 1 of this Agreement. This Section 7 shall not be construed to impose upon the Publisher any obligation to market or distribute the Work in any manner to maximize Royalties, nor to continue to publish or print the Work beyond any period of time the Publisher, in its sole discretion, deems to be in the Publisher’s best interests.

8. Author’s Free Copies. The Publisher will, upon publication of the Work in print, deliver to the Author [number] free copies of the Work.

9. Entire Understanding. This Agreement contains the entire understanding between the Author and the Publisher and supersedes all previous agreements regarding the Work, whether oral or in writing. This Agreement may not be modified or terminated except in accordance with its terms or by a writing signed by the Author and the Publisher.

10. Agreement Binding. This Agreement is binding upon the Author’s legal representatives, heirs, successors, and assigns, and upon the Publisher’s licensees, successors, and assigns.

11. Waiver. The waiver by any party to this Agreement of any breach of any provision of the Agreement by another party shall not be construed to be either a waiver of any succeeding breach of any such provision or a waiver of the provision itself.

12. Severability. If any provision of this Agreement or its application to any party or circumstance is held invalid by a court of law, the remainder of the Agreement or the application of the provision to other parties or circumstances is not affected. However, if any provision held invalid materially affects the responsibilities of, or benefits to be derived by, the parties to this Agreement, the parties agree to negotiate in good faith to establish a new provision that will not be in conflict with any applicable law and that will provide the parties with comparable responsibilities and benefits as the deleted provision.

13. Governing Law. This Agreement shall be interpreted and construed according to, and governed by, the laws of the State of Texas, United States of America.

State Bar of Texas

Author

By:

Date

Date



Author Instructions

Preparing and submitting your CLE article to the State Bar

Scope of Your Article

A course article is a full-sentence legal commentary, not an outline or a transcript of a talk. Your work will be a reference tool and should therefore be as comprehensive, detailed, and accurate as you can make it.

Strive to cover your subject thoroughly. Most articles are 10-30 pages, double-columned and single-spaced, and go into more detail than can be related in the time allotted for the speech.

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Write to educate, not to impress. Use simple language and short sentences. Avoid the passive voice. Explain terms nonspecialists are unlikely to know. Your article will be used more often if it is easy to read.

Emphasize the Practical

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Format

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Headings in the text and table of contents should be numbered and spaced in outline form — that is, I,A,1,a,(1). Try to organize your article in this hierarchical format in a way that clarifies and simplifies your topic. Build your analysis into the structure of your article and avoid going beyond the fifth level of the outline form. If you must go beyond this level, please use bullets.

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Use descriptive headings throughout your article. A detailed table of contents based on these headings will

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Under the heading Introduction, include a short abstract (50 words or less) describing your article. The abstract will be used to market the article.

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Use standard law review rules. Include enough citations to enable the reader to readily verify your substantive statements, but avoid string citations. Cite directly in the text, not in end-notes. At least once per page give the full citation to any case you mention.

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